


1893-036 Chancery Causes: John P. Myres Jr & vs. M. Z. Parsons  
Lee Co.

Ely

CA-Debt

T-Property

By Jan 1<sup>st</sup> 1892 I promise and  
bind myself to pay Jane Myers  
One Hundred dollars for value  
*it being for land*  
received, and as to this debt I here-  
by waive the benefit of the home-  
stead law. Witness my hand &  
seal this Oct. 3<sup>rd</sup> 1891

Me J. Parsons 

I Sign the within Note over  
+ J. P. Myers & John. S. Ely  
This April 29<sup>th</sup> 1892  
Jane Myers



To the Hon. H. S. K. Morrison, Judge  
of the Circuit Court for Lin Co., Va

Humbly complaining your  
orators John Z. Ely & John P. Myers  
would respectfully represent unto  
your honor That on Oct 3<sup>rd</sup> 1891  
one Jane Myers was the owner in  
fee of a tract of Land lying & being  
in Lin County in the Brush Country  
about ~~three~~<sup>two</sup> miles south of Remington  
Gap; That on said day said Jane  
sold the same to one M. Z. Parsons  
at the price of \$343<sup>00</sup>; That  
she put said Parsons in possession  
of the same; That at the time of said  
sale she made and delivered to him  
her title bond, binding herself to make  
a deed to said land when it was fully  
paid for; That by the terms of said  
sale said Parsons paid her down  
\$106.00, and executed his notes  
for the residue payable as follows  
to wit: \$100<sup>00</sup> by Jan. 1<sup>st</sup> 1892, and  
the residue ~~in~~ due in two equal  
payments of one & two years from  
the date of said sale.

Your orators will again aver &  
allege That on the 29<sup>th</sup> day of April  
1892 said Jane Myers assigned said  
\$100<sup>00</sup> payment, which was evidenced by  
the bond of said Parsons, to your orators;  
That said \$100<sup>00</sup> was not paid to said

W. H.  
S. S.  
Myers &



same before its assignment, nor has  
it been paid to your orators, or to either  
of them, since it came to their hands;  
that as the assignees of said Jane the  
same is due & payable to your orators.  
Said note or bond having been given  
for real estate & no deed having  
been made to said land, your orators  
are advised that the said Jane, had  
at common law a vendors lien on  
the land for which said note or bond  
was given, and that by the as-  
signment of said bond to your  
orators, her lien by law passed  
with her assignment and for the  
benefit of your orators. Said  
Jane has made her deed to said  
land reserving therein a vendors lien  
for \$135.<sup>00</sup> which is herein filed as  
an escrow to be delivered to said Par-  
sons on the payment of said \$100.<sup>00</sup> as-  
signed as aforesaid to your orators.

The premises considered, your  
orators are advised that they have  
cause of complaint against said  
Mr. J. Parsons, which complaint  
however is only cognizable in a  
court of Chancery; Their prayer  
therefore is that Mr. J. Parsons  
be made a party defendant to this  
bill of complaint; that he be re-  
quired to answer its several al-



legations on oath; that a decree be  
pronounced ~~therein~~ giving them  
Judgment for their said debt and  
the Costs of this suit; and that if  
the same be not paid within a  
reasonable time, an order be made  
for the sale of said land or of  
so much thereof as may be neces-  
sary to pay your plaintiffs debt &  
the Costs of this suit, And that  
all other, further and general  
relief be granted your plaintiffs  
as the justice of this cause may  
require. 'I pray & so assure you  
And they will ever pray &c

Pennington & Lewis

J. G.



Tax 150  
 L 6.70  
 S 50  
 O A 15.00  
 Estimate 5.00  
 \$28.70

1046.  
 J. P. Myers & J. Z. Ely for re

as } Bill in Chancery

M. Z. Parsons

\$1000 Bond Enclosed

1892 2<sup>nd</sup> May Rules Bill  
 Filed. Sp. Ex. & D. Cr.  
 " 1<sup>st</sup> June Rules taken  
 last Monday in May  
 1892. D. Cr. Cont'd &  
 Cause set for hearing  
 " June 2<sup>nd</sup> Decree for sale  
 & continuation of  
 " Nov. Cont'd  
 1893 Nov. Apr. & June Cont'd  
 " Nov. Decree final  
 O. B. 5-17

O & C 8.54  
 M. C. 76  
 S 50  
 \$9.80



J. P. Myers & J. Z. Ely for R. Campbell } In Chancery  
vs  
W. Z. Parsons Deft }

This Cause came on again  
this day & be heard upon the pa-  
pers formerly read in the Cause  
and for reasons appearing to the  
Court said Cause is stricken from  
the docket.



~~H. D. Robinson~~  
J. P. Maynor & Son 3 Elly  
vol. seen final.

~~J. P. May~~  
m. z. Parsons

Entered Ch. O.B. p. 517  
Nov. 11<sup>th</sup> 1893.

Enter this  
Nov. 18<sup>th</sup> 1893.

H. S. K. M.



1 John P. Hughes & John Z. Ely assignors Complainants  
2 vs  
3 John Channing,  
4 Mr. J. Parsons Deft.

5 This cause came on this day  
6 to be heard upon the bill of the Complainants  
7 and exhibits filed therewith and was  
8 argued by counsel. And it appearing  
9 that process has been duly served  
10 on the Deft. for more than fifteen  
11 days before the first day of this  
12 term of the Court and his failing  
13 to appear & plead said bill is  
14 taken for confessed: On consideration  
15 of all which it is adjudged,  
16 ordered & decreed that the plaintiffs  
17 recover from the Deft. the sum of  
18 \$100<sup>00</sup> with legal interest thereon  
19 from the 1<sup>st</sup> day of January, 1892 till  
20 paid & the costs of this suit, and if  
21 said sum of money, its interest and  
22 the costs of this suit be not paid  
23 in 30 days from this date, then  
24 A. M. Guins & Co. is hereby appointed a special commissioner for the purpose  
25 will, after advertising the time, times  
26 & place of sale for 30 days at such places  
27 as he may deem proper, by written or  
28 printed notices, proceed to sell the land  
29 in the bill & proceedings mentioned, on  
30 so much thereof as may be necessary  
31 to pay said debt interest & costs, at the  
32 front door of the Court house of the



1 County, and on some court day, at  
 2 public outcry and to the highest  
 3 bidder. He will make said sale on  
 4 a credit of three & six months, ex-  
 5 cept a sum sufficient to pay the  
 6 costs of this suit and commissions of  
 7 sale which he will require to be paid  
 8 down and for the deferred payments  
 9 he will take bonds payable to himself  
 10 bearing interest from date of sale, & with  
 11 good personal security. But said  
 12 Court before entering upon the duties  
 13 herein assigned him he will execute  
 14 bond in a penalty of \$2000<sup>00</sup> before  
 15 the Clerk of this Court conditioned  
 16 according to law. And he will an-  
 17 swer his action to this Court. And  
 18 this Court is continued.

J. P. Maynor of J. City.  
 vs. Green Mt

Me. J. Parsons  
 Richard L. C. Park  
 408.  
 The June 1, 1892  
 J. H. Hyatt  
 Clerk

Enter this  
 June 9 1892  
 J. H. Hyatt  
 Clerk



KNOW ALL MEN BY THESE PRESENTS, That we

*A. M. Goins*  
*and J. A. Hyatt*  
are held and firmly bound unto the Commonwealth of Virginia, in the sum of

*Two hundred* dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated

of *July*, one thousand eight hundred and *twenty two* day

The Condition of The Above Obligation is Such, That if the above bound

*A. M. Goins*  
*Commissioner* shall faithfully perform the duties of *his* office or trust, as *Commissioner*

under a decree of the Circuit Court of the County of Lee, pronounced on the

day of *June*, 18 *92*, in the suit therein depending

under the name and style of *John S. Myres et al* Plaintiff

vs. *M. G. Parson* Defendant

and properly account for all sums of money *he* may receive as such *Commissioner*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

*A. M. Goins* (SEAL.)

*J. A. Hyatt* (SEAL.)

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day

suret on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit Court of the County of Lee, that

estate after the payment of all just debts, and those

for which bound as securit for others, and expect to have

to pay worth the sum of

dollars.

Given under my hand this day of 18

Teste: Clerk.



John P. Myer

vs. Bond

M. B. Parsons

Filed July 19<sup>th</sup> 1892

J. H. Bryant



# The Commonwealth of Virginia.

TO THE SHERIFF OF LEE COUNTY GREETING:

We Command You to Summon

*W. J. Parsons*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the <sup>third</sup> Monday in *May* 18*92*, next, being rule day to answer a bill in Chancery exhibited in our said Court against

*James* by *James Mures* who  
sues for the benefit of *J. S. Mures*  
and *John B. Elm*

And have then and there this writ Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse. This *5th* day of *May* 18*92* in the 11*6* year of the Commonwealth.

A Copy Teste

*J. A. G. Hyatt*  
Clerk.



Page  
Jane Myers vs

vs Spain

M. J. Parsons

To 2nd May Rules 1892

Executed by  
Delivering an  
office copy

To Mr. J. Parsons

May 13 1892

J. M. Mace

Deputy for C. C.

Clary 1892